

Greater Washington Region Clean Cities Coalition

REQUEST FOR PROPOSAL (RFP) for Project & Program Management Services for Biofuels Projects

Due October 8, 2024

INTRODUCTION

This Request For Proposal (RFP) is issued by the Greater Washington Region Clean Cities Coalition.

SECTION I CONTRACTUAL SERVICES TERMS AND CONDITIONS

I-A PURPOSE

The purpose of this Request For Proposal (RFP) is to obtain quotations for Project and Program Management Services for Biofuels Project

Contract awarded from this solicitation will be for Lump sum/fixed price Contract.

I-B TERM OF CONTRACT

The Greater Washington Region Clean Cities Coalition (GWRCCC) is not liable for any cost incurred by any bidder prior to signing of a Contract by all parties. The activities (be sure to spell out activity) in the proposed Contract cover the period (July 2024 to June 2029). The fiscal year is October 1st through September 30th. The prospective Contractor should realize that payments in any given fiscal year are contingent upon enactment of funding availability for relevant projects.

I-C ISSUING OFFICE

This RFP is issued by the Greater Washington Region Clean Cities Coalition, hereafter known as GWRCCC.

Antoine M. Thompson, CEO & Executive Director or his designee of GWRCCC is the sole point of contact with regard to all procurement and contractual matters relating to the services described herein. Antoine M. Thompson is the only person, or his designee is authorized to change, modify, amend, alter, clarify, etc., the prices, specifications, terms, and conditions of this Request For Proposal and any Contract(s) awarded as a result of this Request. Antoine M. Thompson will remain the SOLE POINT OF CONTACT throughout the procurement process, until such time as the GWRCCC Board of Directors shall direct otherwise in writing. All communications concerning this procurement must be addressed to:

Antoine M. Thompson
Greater Washington Region Clean Cities Coalition
PO Box 73402
Washington, DC 20056
antoinethompson@gwrccc.org
202-671-1580

I-D CONTRACT ADMINISTRATOR

Upon receipt at GWRCCC of the properly executed Contract Agreement, it is anticipated that the Executive Director will direct that the person named below or any other person so designated be authorized to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of any Contract resulting from this Request implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications of such Contract. That authority is retained by GWRCCC. The Contract Administrator for this project is:

Antoine M. Thompson
Greater Washington Region Clean Cities Coalition
PO Box 73402
Washington, DC 20056
antoinethompson@gwrccc.org
202-671-1580

I-E COST LIABILITY

The GWRCCC assumes no responsibility or liability for costs incurred by the Contractor prior to the signing of any Contract resulting from this Request. Total liability of the GWRCCC is limited to the terms and conditions of any resulting Contract.

I-F CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities offered in this proposal whether or not that Contractor performs them. Further, the GWRCCC will consider the Prime Contractor to be the sole point of contact with regard to contractual matters, including but not limited to payment of any and all costs resulting from the anticipated Contract. If any part of the work is to be subcontracted, the contractor must notify the GWRCCC and identify the subcontractor(s), including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational abilities. The GWRCCC reserves the right to approve subcontractors for this project and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract.

I-G NEWS RELEASES

News releases pertaining to this document or the services, study, data, or project to which it relates will not be made without prior written GWRCCC approval, and then only in accordance with the explicit written instructions from the GWRCCC. No results of the program are to be released without prior approval of the GWRCCC and then only to persons designated.

I-H ACCOUNTING RECORDS

The Contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the GWRCCC. Financial and accounting records shall be made available, upon request, to the GWRCCC, its designees, or relevant governmental agencies at any time during the Contract period and any extension thereof, and for seven (7) years from the expiration date and final payment on the Contract or extension thereof.

I-J INDEMNIFICATION

A. General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the GWRCCC agents, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. any claim, demand, action, citation or legal proceeding against the GWRCCC, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. any claim, demand, action, citation or legal proceeding against the GWRCCC, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. any claim, demand, action, citation or legal proceeding against the GWRCCC, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. any claim, demand, action, citation or legal proceeding against the GWRCCC, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the GWRCCC;
5. any claim, demand, action, citation or legal proceeding against the GWRCCC, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

B. Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the GWRCCC, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the GWRCCC to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the GWRCCC the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the GWRCCC with appropriate credits to the GWRCCC against the Contractor's charges and reimburse the GWRCCC for any losses or costs incurred as a consequence of the GWRCCC ceasing its use and returning it.

C. Indemnification Obligation Not Limited

In any and all claims against the GWRCCC, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclause.

D. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

I-K LIMITATION OF LIABILITY

Except as set forth herein, neither the Contractor nor the GWRCCC shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not be applicable for claims arising out of gross negligence, willful misconduct, or Contractor's indemnification responsibilities to the

GWRCCC in Section I-J with respect to third party claims, action and proceeding brought against the GWRCCC.

I-L NON-INFRINGEMENT/COMPLIANCE WITH LAWS

The Contractor warrants that in performing the services called for by this Contract it will not violate any applicable law, rule, or regulation, any contracts with third parties, or any intellectual rights of any third party, including but not limited to, any United States patent, trademark, copyright, or trade secret.

I-M WARRANTIES AND REPRESENTATIONS

The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry.
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services.
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the GWRCCC.
4. The Contractor will use its best efforts to perform the services in the most cost-effective manner consistent with the required level of quality and performance.
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party.
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations.
7. The Contractor has duly authorized the execution, delivery and performance of the Contract.

I-N TIME IS OF THE ESSENCE

The Contractor agrees that time is of the essence in the performance of the Contractor's obligations under this Contract.

I-O WORK PRODUCT AND OWNERSHIP

1. Work Products shall be considered works made by the Contractor for hire by the GWRCCC and shall belong exclusively to the GWRCCC and its designees, unless specifically provided otherwise by mutual agreement of the Contractor and the GWRCCC. If by operation of law any of the Work Product, including all related intellectual property rights, is not owned in its entirety by the GWRCCC automatically upon creation thereof, the Contractor agrees to assign, and hereby assigns to the GWRCCC and its designees the ownership of such Work Product, including all related intellectual property rights. The Contractor agrees to provide, at no additional charge, any assistance and to execute any action reasonably required

for the GWRCCC to perfect its intellectual property rights with respect to the aforementioned Work Product.

2. Notwithstanding any provision of this Contract to the contrary, any preexisting work or materials including, but not limited to, any routines, libraries, tools, methodologies, processes or technologies (collectively, the "Development Tools") created, adapted or used by the Contractor in its business generally, including any and all associated intellectual property rights, shall be and remain the sole property of the Contractor, and the GWRCCC shall have no interest in or claim to such preexisting work, materials or Development Tools, except as necessary to exercise its rights in the Work Product. Such rights belonging to the GWRCCC shall include, but not be limited to, the right to use, execute, reproduce, display, perform and distribute copies of and prepare derivative works based upon the Work Product, and the right to authorize others to do any of the foregoing, irrespective of the existence therein of preexisting work, materials and Development Tools, except as specifically limited herein.

3. The Contractor and its subcontractors shall be free to use and employ their general skills, knowledge and expertise, and to use, disclose, and employ any generalized ideas, concepts, knowledge, methods, techniques or skills gained or learned during the course of performing the services under this Contract, so long as the Contractor or its subcontractors acquire and apply such information without disclosure of any confidential or proprietary information of the GWRCCC and without any unauthorized use or disclosure of any Work Product resulting from this Contract.

I-P CANCELLATION

The GWRCCC cancel this Contract without further liability or penalty to the GWRCCC, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the [organization], or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the GWRCCC may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

2. Cancellation For Convenience By the GWRCCC. The GWRCCC may cancel this Contract for its convenience, in whole or in part, if the GWRCCC determines that such a cancellation is in the GWRCCC's best interest. Reasons for such cancellation shall be left to the sole discretion of the GWRCCC and may include, but not limited to (a) the GWRCCC no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the GWRCCC. The GWRCCC may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the GWRCCC chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.

3. Non-Appropriation. In the event that funds to enable the GWRCCC to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the GWRCCC shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The GWRCCC shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

I-Q RIGHTS AND OBLIGATIONS UPON CANCELLATION

1. If the Contract is canceled by the GWRCCC for any reason, the Contractor shall, (a) stop all work as specified in the notice of cancellation, (b) take any action that may be necessary, or that the GWRCCC may direct, for preservation and protection of Work Product or other property derived or resulting from the Contract that may be in the Contractor's possession, (c) return all materials and property provided directly or indirectly to the Contractor by any entity, agent or employee of the GWRCCC, (d) transfer title and deliver to the GWRCCC, unless otherwise directed by the Contract Administrator or his or her designee, all Work Product resulting from the Contract, and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or cancellation settlement costs, to the maximum practical extent, including, but not limited to, canceling or limiting as otherwise applicable, those subcontracts, and outstanding orders for material and supplies resulting from the canceled Contract.

2. In the event the GWRCCC cancels this Contract prior to its expiration for its own convenience, the GWRCCC shall pay the Contractor for all charges due for services provided prior to the date of cancellation and if applicable as a separate item of payment pursuant to the Contract, for partially completed Work Product, on a percentage of completion basis. In the event of a cancellation for cause, or any other reason under the Contract, the GWRCCC will pay, if applicable, as a separate item of payment pursuant to the Contract, for all partially completed Work Products, to the extent that the GWRCCC requires the Contractor to submit to the GWRCCC any such deliverables, and for all charges due under the Contract for any cancelled services provided by the Contractor prior to the cancellation date. All completed or partially completed Work Product prepared by the Contractor pursuant to this Contract shall, at the option of the GWRCCC, become the GWRCCC's property, and the Contractor shall be entitled to receive just and fair compensation for such Work Product. Regardless of the basis for the cancellation, the GWRCCC shall not be obligated to pay, or otherwise compensate, the Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the GWRCCC.

I-R ASSIGNMENT

The Contractor shall not have the right to assign this Contract or to assign or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the GWRCCC. Any purported assignment in violation of this section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of GWRCCC.

I-S NON-DISCRIMINATION CLAUSE

In the performance of any Contract or purchase order resulting here from, the bidder agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, gender identity, military status, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The bidder further agrees that every subcontract entered into for the performance of any Contract resulting here from will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor.

I-AA WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing services for the GWRCCC pursuant to this Contract, the Contractor shall comply with District of Columbia, State of Maryland and Commonwealth of Virginia laws. In addition, the Contractor shall comply with all state and local laws governing workplace safety and discriminatory harassment and any applicable GWRCCC rules on these matters that GWRCCC provides to the Contractor.

I-BB NOTICES

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile or email if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier or email with a reliable tracking system.

For the Contractor: Either party may change its address where notices are to be sent giving written notice in accordance with this section with appropriate notice.

I-DD ENTIRE AGREEMENT

The contents of this document and the vendor's proposal will become contractual obligations, if a Contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

The Contract resulting from this RFP shall represent the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

I-EE NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of a Contract resulting from this RFP shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the Contract.

I-FF SEVERABILITY

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

I-GG HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

SECTION II WORK STATEMENT

GWRCCC seeks a professional individual or consulting firm to provide project and program management services for federally funded U.S. EPA and U.S. DOE funded projects for the Diesel Emissions Reduction Act (DERA), and other projects as needed. GWRCCC has placed a priority on reducing Greenhouse Gases and Emissions through transportation. GWRCCC regularly applies for federal funding to meet these programmatic objectives. GWRCCC regularly retains consultants for some of its projects to help with meeting project and programmatic, compliance, and reporting requirements for said federally funded projects.

The GWRCCC due to limited staff relies on highly qualified contractors for U.S. EPA DERA Projects. The project will focus on community education, replacing vehicles with DC Department of Transportation, DC Water, and DC Department of Public Works. The Contractor will work with GWRCCC to make sure that DERA guidelines are followed with project partners and GWRCCC for project planning, reporting, procurement and scrapping of vehicles throughout the grant.

Contract will also be responsible for working with GWRCCC and its accounting firm/consultant in completing purchase orders, reimbursement forms, regularly reporting to funder, scheduling team and project meetings, and helping with pre and post project requirements.

II-A OBJECTIVES

General: State in general terms the agency's project objective(s) in initiating the project. The objective(s) should reflect what the agency wants the Contractor to do. If the project to be undertaken includes the design, development or implementation of a computerized system, [organization] policy as prescribed in Administrative Manual (Appendix D) must be followed.

Specific: List specific objectives to be achieved by this project.

II-B TASKS

The following is a preliminary analysis of the major tasks involved for developing the end product of this project. The Contractor is not, however, constrained from supplementing this listing with additional steps, sub tasks or elements deemed necessary to permit the development of alternative approaches or the application of proprietary analytical techniques. I. An overall plan must be developed as a basis for

executing subsequent steps as the project progresses. Essential to the process of this task is the preparation of a sound approach to attaining the objectives of the project.

2. List and describe the remaining tasks or work steps into which the project has been divided by preliminary agency analysis of the problem. For each task, include the agency requirement for deliverable products.

II-C PROJECT CONTROL AND REPORTS

I. Project Control

A. The Contractor will carry out this project under the direction and control of the GWRCCC.

B. Although there will be continuous liaison with the Contractor team, the client agency's project director will meet monthly as a minimum, with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise.

C. The Contractor will submit brief written periodic summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the GWRCCC; and notification of any significant deviation from previously agreed-upon work plans.

1. Reports- Project Reports shall be submitted electronically by contractor to GWRCCC.

II-D PRICE PROPOSAL

Prices/rates quoted are the maximum for a period of 5 years from date Contract becomes effective.

Prices may be subject to revision during project period. Such changes shall be based on general industry changes and supported by adequate detail to document same. Revisions may be either increases or decreases and may be requested by either party. Requests for price changes shall be received in writing at least ten days prior to their effective date and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the Contract may be canceled.

II-E CONTRACT PAYMENT

All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the GWRCCC and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the GWRCCC. This activity will occur only upon the specific written direction from GWRCCC.

SECTION III BIDDING INFORMATION

III-A QUESTIONS

Questions concerning the specifications contained herein are to be submitted, in writing, no later than 5pm on October 7, 2024 to:

Antoine M. Thompson
CEO & Executive Director
PO Box 73402
Washington, DC 20056
Email: antoinethompson@gwrccc.org

The GWRCCC will not respond to telephone inquiries or visitation by bidders or their representatives. All questions are to be put in writing and must be submitted electronically and sent as an attachment in MS Word 97 or Rich Text Format (RTF). Answers to questions will be prepared posted as an addendum officially revises and supersedes the original specifications, terms and conditions. The addendum will be posted approximately weekly.

III-A PROPOSALS

To be considered, each bidder must submit a COMPLETE response to this RFP, using the format provided in section IV. No other distribution of proposals is to be made by the bidder. BIDDERS COMPLETE, SIGN, AND RETURN THE COVER SHEET SENT WITH THIS RFP. The Proposal itself must include a statement as to the period during which the Proposal itself remains valid.

III-B ORAL PRESENTATION

Bidders who submit proposals may be required to make oral presentations of their proposals to the GWRCCC. These presentations provide an opportunity for the bidders to clarify the proposals through mutual understanding. GWRCCC will schedule these presentations, if required.

III-C ECONOMY OF PREPARATION

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to meet the requirements of the RFP. Fancy bindings, colored displays, promotional material, etc., will receive no evaluation credit. Emphasis should be on completeness and clarity of content.

III-D SELECTION CRITERIA

Responses to this RFP will be evaluated based upon the bidders current ability to provide the highest level of quality services that meets the requirements and goals of this RFP and the needs of the GWRCCC and provides the best value to GWRCCC. The following factors will be evaluated:

- A) Experience with managing Federal Contracts
- B) Experience managing biodiesel and alternative fuel project managements services with federal funding
- C) 10 years of professional and program management experience on projects with the U.S. EPA or U.S. DOE

Management Summary

A. Capability and Qualifications of Organization

The written proposal should indicate the ability of the Contractor to meet the terms of the project/program, quality, and recency of projects similar to that described in the RFP, understanding of the problem and completeness of the response to Section IV Information Required from Bidders.

B. Work Plan

The written proposal should indicate the contractor's ability to provide a plan for accomplishing the work. The plan should include a detailed narrative description of how the contractor will accomplish the objectives and tasks, including a display, time related, showing, events. Also indicate the estimated time required of GWRCCC resources.

C. Qualified Personnel

The written proposal should indicate the competence of personnel whom the bidder intends to assign to the project. Qualifications will be measured by education and experience, with particular reference to experience on projects similar to that described in the RFP. Emphasis will be placed upon the qualifications of bidder's Project Manager and the Manager's dedicated management time as well as that of other key personnel working on this project.

Resumes shall include detailed, chronological work experience, including name and phone number of person or persons who may contact from each project or work assignment. Proposals containing false or misleading statements, or which provide references that do not support an attribute or condition claimed by the bidder, may be rejected. If in the opinion of the GWRCCC, such condition to mislead the GWRCCC in its evaluation of the proposal, and the attribute, condition of capability as a requirement of this proposal, the proposal shall be rejected.

Price Analysis

All vendor proposals will have their pricing proposal reviewed. The bidder's proposal that is determined to be the best value based on pricing and technical response will be given first consideration of award.

GWRCCC, at its' option, may engage other processes in order to make a final award decision:

1. Clarifications

If it is determined that a vendor's proposal is unclear, the GWRCCC may request from one or all vendors whose proposals have been opened, a clarification. The GWRCCC will document, in writing, clarification being requested and forward to the vendors affected. This process does not allow for changes, rather to simply clarify the proposal submitted. This step may include oral presentations, sample evaluation, price clarifications, and/or site visits.

2. Pricing Negotiations

If it is determined that the pricing offered, by vendors exceeds the budget or the cost expectation for the bid, the GWRCCC may enter into negotiations with the vendors on pricing only. No modification to the technical requirements or specifications will be allowed. If technical requirements or specifications are required, the BAFO process described in number three (3) below will be used. If once a recommendation is made to award to a vendor, the GWRCCC, at its discretion, may engage in further pricing negotiations with the recommended vendor.

3. BAFO

If the selection process described in the RFP does not lead to a viable award recommendation, or significant deficiencies are identified, GWRCCC, at its discretion, may prepare a Deficiency Report and Clarification Request (DR/CR) for each proposal determined to be in the competitive range. Bidders will be allowed to respond in writing to the (DR/CR) with a Best and Final Offer (BAFO). The BAFO may include any changes to the original proposal to address the listed deficiencies, including alterations to the original cost proposal to address correction of such deficiencies. The Best and Final Offers must be submitted by the deadline established by GWRCCC.

Other Provisions

A. The GWRCCC reserves the right to award by item, part or portion of an item, group of items or total proposal, to reject any and all proposals in whole or in part, if, in GWRCCC's judgment, the best interest of the GWRCCC will be so served.

B. The GWRCCC reserves the right to evaluate the bidder's prior performance with the GWRCCC, and a bidder may be eliminated from consideration based on this evaluation.

III-E PAST PERFORMANCE

The GWRCCC reserves the right to evaluate the bidder's prior performance with GWRCCC, and the prior performance information may be a factor in the award decision.

III-F PROPOSAL RECEIPT

BIDDERS ARE RESPONSIBLE FOR TIMELY RECEIPT TO GWRCCC OF THEIR PROPOSAL. PROPOSALS WHICH ARE RECEIVED AFTER THE SPECIFIED DUE DATE AND TIME CANNOT BE CONSIDERED. Late bids will not be accepted or considered except under the following circumstances.

III-G AWARD

Award will be made to the responsive and responsible bidder who offers the best value to the GWRCCC. Best Value is determined by the bidder that best meets the award factors described in proposal.

III-H. The GWRCCC further reserves the right reject any or all bids in whole or in part, and to waive any informality or technical defects, if it is determined by GWRCCC that the best interest of the GWRCCC will be served by doing so. In determining an award, qualifications of the bidder, conformity with the specifications of services to be supplied, cost, delivery terms and a vendor's past performance on GWRCCC contracts will be considered.

SECTION IV

INFORMATION REQUIRED FROM BIDDERS

Bidder's proposal to be submitted in the format outlined below. There should be no attachments, enclosures, or exhibits other than those considered by the vendor to be essential to a complete understanding of the proposal submitted. Each section of the proposal should be clearly identified with appropriate headings:

IV-A BUSINESS ORGANIZATION

State the full name and address of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation; if as a corporation, include the [organization] in which it is incorporated. If appropriate, [organization] whether it is licensed to operate in the [organization]. List all subcontractors; include firm name and address, contact person, complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities.

IV-B STATEMENT OF THE PROBLEM

State in succinct terms your understanding of the problem(s) presented by this RFP.

IV-C MANAGEMENT SUMMARY

1. Narrative Include a narrative summary description of the proposed effort and of the product(s) that will be delivered. If any support is to be provided by a subcontractor, said subcontractors are to indicate their capability and willingness to carry out the work.

2. Technical Work Plans Provide a technical plan for accomplishing the work. Indicate the number of person-hours allocated each task and the estimated GWRCCC resources necessary for each task. A Project Schedule, time related, showing each event, task, and decision point in your work plan must also be provided.

3. Prior Experience Indicate here prior experience of your firm, which you consider relevant to the successful accomplishment of the project defined by this Request For Proposal. Include sufficient detail to demonstrate the relevance of such experience. Proposals submitted should include, in this section, descriptions of qualifying experience to include project descriptions, costs, and starting and completion dates of projects successfully completed. Also, include the name, address, and phone number of the responsible official of the client organization who may be contacted.

4. Project Staffing - The contracting agents must be able to staff a project team, which possesses talent and expertise in the fields of project and program management services for biodiesel and alternative fuels with the U.S. EPA. Include the number of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the study or project. Identify key individuals by name and title. Indicate the

amount of dedicated management time for the bidders' project manager and other key individuals. Resumes of qualifications are required for proposed project personnel.

IV-D BIDDER'S AUTHORIZED EXPEDITOR

Include the name and telephone number of person(s) in your organization authorized to expedite any proposed Contract with the GWRCCC.

IV-E ADDITIONAL INFORMATION AND COMMENTS Include any other information that is believed to be pertinent but not specifically asked for elsewhere. Identify any contractor's expectations with regard to performance of this contract. The GWRCCC strongly supports and encourages programs that provide opportunities to businesses owned and operated by women, minorities, veterans and persons with disabilities. Bidders should include in their proposal information regarding such programs offered by their company.

IV-F PRICE PROPOSAL

Prices/rates quoted are the maximum for a period of 5 years from date Contract becomes effective. Prices may be subject to revision during contract period. Such changes shall be based on general industry changes and supported by adequate detail to document same. Revisions may be either increases or decreases and may be requested by either party. Requests for price changes shall be received in writing at least ten days prior to their effective date and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the Contract may be canceled.

IV-G PROPOSAL SUBMITTAL

Submit your Proposal, which includes your Technical & Price Proposal. Your Technical Proposal should also be submitted in electronic format. All documents and data must be created using tools that are compatible with the Microsoft Office Suite without need for conversion. Your electronic submission must be submitted in the following Font type and size: Times New Roman, 12 point. The electronic format may be saved in a compressed format. Bidders are required to submit in electronic format. Responses must be received on or before the date specified the proposal to be considered for award.

The proposal must be submitted via email to: antoinethompson@gwrccc.org on October 8, 2024.